

AGENCY



**Washington State  
Department of Transportation**

**Highways and Local Programs  
State Funding Agreement**

Work by Public  
Agencies

Agency and Address  
City of Auburn  
25 West Main Street  
Auburn, WA 98001

Agreement Number <b>LA 7631</b>	Maximum Amount Authorized <b>\$740,830.00</b>	Location and description of Work (See also Exhibit "A") This project will design and construct pedestrian improvements along Auburn Way South between Dogwood St SE and Fir Street SE, including access management, a mid-block crossing & street lighting.
Participating Percentage <b>100%</b>	Project Number <b>HLP-PB11(007)</b>	

This AGREEMENT is made and entered into this 15<sup>th</sup> day of December, 2011, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
<b>P.E.</b>	a. Agency:	\$41,410		\$41,410
	b. Other Consultant	\$96,918		\$96,918
	c. Other Education	\$1,762		\$1,762
	d. Other Enforcement	\$3,595		\$3,595
	e. Other Non-Participation	\$19,395	\$19,395	
	f. Total PE Cost Estimate (a+b+c+d+e)	\$163,080	\$19,395	\$143,685
<b>Right of Way</b>	g. Agency	\$2,203		\$2,203
	h. Other Non-Participation	\$356	\$356	
	i. Other			
	j. State			
	k. Total R/W Cost Estimate (g+h+i+j)	\$2,559	\$356	\$2,203
<b>Construction</b>	l. Contract			
	m. Other Consultant			
	n. Other			
	o. Other			
	p. Agency			
	q. State			
	r. Total CN Cost Estimate (l+m+n+o+p+q)	\$0	\$0	\$0
<b>s. Total Project Cost Estimate (f+k+r)</b>		<b>\$165,639</b>	<b>\$19,751</b>	<b>\$145,888</b>

## I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

## II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

## III Audit

The AGENCY agrees that an audit may be conducted by the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

11/22/2011

## IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

## V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

## VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for

## VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

## VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Assistant Secretary for Highways & Local Programs containing the following information:

### Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

### Capital Projects

1. A final inspection is required.

## IX Supplement

This agreement may be modified or supplemented only in writing by both parties.

STATE

By: \_\_\_\_\_

Assistant Secretary for Highways and Local Programs

Date: \_\_\_\_\_

DEC 15 2011






**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

December 30, 2011

  
Mr. Dennis Dowdy  
Public Works Director  
City of Auburn  
25 West Main Street  
Auburn, Washington 98001-4998

RECEIVED

JAN 4 2012

City of Auburn  
Public Works Department

**City of Auburn  
Auburn Way South (SR 164)  
Pedestrian Improvements  
HLP-PB11(009)  
2011 Pedestrian & Bicycle Safety**

Dear Mr. Dowdy:

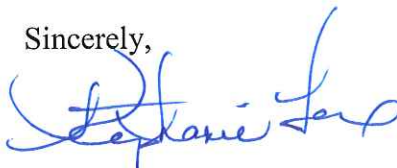
The above project has received fund authorization, effective December 15, 2011, as follows:

PHASE	TOTAL	STATE SHARE
Preliminary Engineering	\$163,080	\$143,685
Right of Way	\$2,559	\$2,203

Enclosed for your information and file is a fully executed copy of Highways & Local Programs State Funding Agreement LA-7631 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

All future correspondence relating to the project is to be submitted to your Region Local Programs Engineer, Ed Conyers at (206)440-4734.

Sincerely,



Stephanie Tax  
Manager, Program Management  
Highways & Local Programs Division

ST:jg:ac

Enclosures

cc: Ed Conyers, Northwest Region Local Programs Engineer, NB82-121